

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF McCORMICK )

TITLE TO REAL ESTATE

WHEREAS, B. W. Crouch and J. Fred Buzhardt, Jr., were the owners of the real property described hereinbelow at their deaths testate, Mr. Crouch on May 5, 1964 leaving all to his wife, Mary Louise Crouch (Cantelou), and Mr. Buzhardt on December 16, 1978, leaving all to his wife Imogene S. Buzhardt, as will be evidenced by records of the Office of the Judge of Probate for McCormick County; and

WHEREAS, thereafter, Mary Louise Crouch (Cantelou) conveyed her one-half undivided interest to the daughter of Mr. Crouch, Patricia Crouch Dabney, now Patricia Crouch Alexander by deed dated November 24, 1975, recorded in the Office of the Clerk of Court for McCormick County in Deed Book 39, at Page 188, however, in the granting clause of said deed the conveyance was made to Patricia Crouch Cantelou in error. Because of this, this deed is being executed by Patricia Crouch Dabney Alexander in both names in order to set the public record straight.

NOW THEREFORE:

KNOW ALL MEN BY THESE PRESENTS, That IMOGENE S. BUZHARDT AND PATRICIA CROUCH DABNEY ALEXANDER (CANTELOU) in the State aforesaid, for and in consideration of the sum of THREE THOUSAND TWO HUNDRED AND NO/100 (\$3,200.00) DOLLARS to them in hand paid at and before the sealing of these presents by GWALIA (U. S. A.) LTD., World Trade Center, 1675 Broadway, Suite 2350, Denver Colorado 80202 in the State aforesaid, (the receipt whereof is hereby acknowledged) have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release, unto the said GWALIA (U. S. A.) LTD, its successors and assigns the following real property, to wit:

All those certain pieces, parcels or lots of land situate partly in the Town of McCormick and in the County of McCormick, State of South Carolina, designated as Lots No. 6 and 7 of the lands of the Estate of J. P. Holloway, and BOUNDED as a whole, on the East by South Carolina Highway No. 28 (U. S. Highway 221); South by Lot No. 8 of the Estate of J. P. Holloway (property of White); and West by Highway No. 162. For a more particular description of said lots, reference is made to a plat prepared by B. W. Crouch, RLS, dated January 25, 1958, recorded in the Office of the Clerk of Court for McCormick County in Plat Book 4, at Page 116. This is the identical property conveyed to B. W. Crouch and J. Fred Buzhardt, Jr., by deed from Emory R. Bentley and Mrs. Evelyn B. Oates, Executor and Executrix of the Estate of Joseph P. Holloway, deceased; said deed being dated March 14, 1958, recorded in the Office of the Clerk of Court for McCormick County in Deed Book 18, at Page 201; the said B. W. Crouch having died testate May 9, 1964, leaving his one-half interest to his wife Mary Louise Crouch (Cantelou) and she thereafter deeded her one-half interest to Mr. Crouch's daughter, Patricia Crouch Dabney, now Patricia Crouch Alexander by deed dated November 24, 1975 and recorded in the Office of the Clerk of Court for McCormick County in Deed Book 39, at Page 138; the said J. Fred Buzhardt, Jr., died testate December 16, 1978 leaving his one-half undivided interest to his wife Imogene S. Buzhardt as will be



evidenced by Probate Court records Package 86 at Page 2339.

Tax Map No.126-09-02-003, 004 and 005

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said GWALIA (U. S. A.) LTD., its successors and assigns forever.

And the said Imogene S. Buzhardt and Patricia Crouch Dabney Alexander do hereby bind themselves and their heirs and assigns to warrant and forever defend all and singular the said premises unto the said GWALIA (U. S. A.) LTD. its successors and assigns, against themselves and their heirs and assigns and any person or persons lawfully claiming or to claim the same, or any part thereof.

WITNESS our hands and seals this the \_\_\_\_ day of July in the year of our Lord one thousand nine hundred and eighty-nine and in the two hundred and thirteenth year of the Sovereignty and Independence of the United States of America.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Imogene S. Buzhardt

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Patricia Crouch Dabney Alexander

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Patricia Crouch Cantelou

STATE OF SOUTH CAROLINA )

)

SHORT FORM ACKNOWLEDGMENT

COUNTY OF RICHLAND )

)

SECTION 26-3-70

The foregoing instrument was acknowledged before me this the \_\_\_\_ day of July, 1989, by Imogene S. Buzhardt.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission expires: \_\_\_\_\_

STATE OF SOUTH CAROLINA     )  
  )  
COUNTY OF RICHLAND            )

SHORT FORM ACKNOWLEDGMENT  
SECTION 26-3-70

The foregoing instrument was acknowledged before me this the \_\_\_\_ day of July, 1989, by Patricia Crouch Dabney Alexander also referred to in a prior instrument as Patricia Crouch Cantelou.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission expires: \_\_\_\_\_

OF SOUTH CAROLINA  
COUNTY OF McCormick

CONSENT AGREEMENT

This Agreement made and entered into between Gwalia (USA) LTD,  
~~their successors or~~ (Property Owner)  
~~its heirs and assigns,~~ of Denver, Denver County, Colorado  
~~South Carolina~~, hereinafter referred to as the Owner and the South Carolina Department  
of Health and Environmental Control, hereinafter referred to as the Department:

WHEREAS, the Owner wishes to construct a multi-family residential facility (i.e.  
duplex, apartment complex, mobile home park, etc.), an office complex, shopping center,  
campground, motel, or other similar facility located at Intersection of SC Hwys 28 & 162  
(Location)

WHEREAS, the Owner wishes to discharge the sewage from these units or spaces  
into either a single on-site sewage treatment and disposal system or a combination  
of split systems serving all of the units or spaces;

WHEREAS, the Department and the Owner recognize that the operation and maintenance  
of such a system(s) is feasible when the system(s) is under one ownership and completely  
infeasible under split ownership;

The parties therefore agree as follows:

1. The Department will issue a Permit to Gwalia (USA) LTD to  
(Property Owner)  
construct an on-site sewage disposal system(s) designed to serve a an office  
(type facility)  
located at Intersec. of SC Hwys 28 & 162, provided site conditions meet  
(Location)  
Department requirements.

2. The Permit will remain valid only while the property on which the units or  
spaces, collection system(s) and on-site system(s) are located is owned by a single  
individual or company, and the permit will become null and void at such time as Title  
to any or all of the individual units or spaces is transferred to separate owners.

3. After transfer of Title, the units or spaces may be occupied only if:

- a. Each unit or space is connected to public sewer, if available, or if:
- b. Site conditions and building construction allows the Department to issue  
a permit to construct an additional individual on-site system(s) to serve

the unit(s) or space(s) that has been sold; such a system(s) is properly constructed; and the system(s) receives Department approval.

4. The Owner agrees to record this properly executed document, attaching thereto a copy of the Permit to Construct, at the county office where deeds and related documents are recorded. The Owner further agrees to provide the County Health Department with proof of same prior to receiving final approval of the installation.

5. The Owner will inform all prospective purchasers of this agreement.

6. Failure of the Owner to comply with any of the provisions of this agreement will result in immediate cancellation of this agreement and withdrawal of the Permit that is issued pursuant to this agreement.

7. Upon any withdrawal, voiding or cancellation of the septic tank permit issued in accordance with this agreement, the Owner will take immediate action to vacate the premises.

8. Failure of the Owner to promptly vacate the premises as required herein will result in the Department seeking an arrest warrant pursuant to Section 44-1-150 of the 1976 Code of Laws of South Carolina, as amended.

WE CONSENT:

  
\_\_\_\_\_  
SIGNATURE OF PROPERTY OWNER

1   
\_\_\_\_\_  
WITNESS (A)

2   
\_\_\_\_\_  
WITNESS (B)

\_\_\_\_\_  
District Environmental  
Sanitation Director for the Department

\_\_\_\_\_  
WITNESS (C)

\_\_\_\_\_  
WITNESS (D)

8/8/89  
\_\_\_\_\_  
DATE

8-8-89  
\_\_\_\_\_  
DATE

8-8-89  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

(to be completed by the Owner)

STATE OF SOUTH CAROLINA )

COUNTY OF )

PROBATE

DAVID HALVERSON

PERSONALLY appeared before me, David Halverson and made oath that \_\_\_\_\_  
Witness (A)

the within-named Gwalia (USA) LTD, sign, seal and as her/his act and deed,  
(Property Owner)

deliver the within-written Power of Attorney for the uses and purposes therein mentioned.

and that he with Scott A. Wilcox, witnessed execution thereof.  
Witness (B)

SWORN to me this 11 day of August, 1989.)

Beverly A. Wilson (L.S.)

Notary Public for South Carolina Georgia)

My Commission Expires: Notary Public, Columbia County, Georgia  
My Commission Expires Aug. 6, 1993

David Halverson  
Witness (B)

(to be completed by the Department)

STATE OF SOUTH CAROLINA )

COUNTY OF )

PROBATE

PERSONALLY appeared before me, \_\_\_\_\_, and made oath that he saw  
Witness (C)

the within-named \_\_\_\_\_, sign, seal and as her/his act and deed,  
(District Env. San. Director)

deliver the within-written Power of Attorney for the uses and purposes therein mentioned

and that he with \_\_\_\_\_, witnessed execution thereof.  
Witness (D)

SWORN to me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,)

\_\_\_\_\_, (L.S.)

Notary Public for South Carolina )

My Commission Expires: \_\_\_\_\_)

Witness (D)